



Docket No.: 070602-0449

PATENT

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re Application of :
Terrence W. Schmidt, et al. : Customer Number: 31824
Serial No.: 10/712,798 :
Filed: November 12, 2003 :
For: VARIABLE-DRAFT VESSEL :

Commissioner for Patents
P.O. Box 1450
Alexandria, VA 22313-1450

**REVOCATION OF POWER OF ATTORNEY, APPOINTMENT
AND CERTIFICATION UNDER 37 CFR 3.73(B)**

Sir:

The undersigned Assignee of the above-identified application hereby revokes all previous Powers of Attorney and appoints the following attorneys with full power to prosecute the application, to make alterations and amendments therein, and to transact all business in the United States Patent Office connected therewith.

I hereby appoint the practitioners associated with the firm and Customer Number provided below:

McDERMOTT, WILL & EMERY
Customer Number: 31824

Please address all future correspondence and direct all telephone inquiries to:

McDERMOTT, WILL & EMERY
18191 Von Karman Ave., Suite 400
Irvine, CA 92612-0187

Telephone: (949) 851-0633
Facsimile: (949) 851-9348

CERTIFICATE UNDER 37 CFR 3.73(b)

LOCKHEED MARTIN CORPORATION, a corporation of Maryland, certifies that it is the assignee of the entire right, title and interest in the patent application identified above by virtue of:

An Assignment from the inventor(s) of the patent application identified above. A copy of the assignment is enclosed herewith.

The undersigned has reviewed all the documents in the chain of title of the patent application identified above and, to the best of undersigned's knowledge and belief, title is in the assignee identified above.

The undersigned (whose title is supplied below) is empowered to act on behalf of the assignee.

The undersigned further declares that all statements made herein of its own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States

Code, and that such willful false statements may jeopardize the validity of the application or any patent issuing thereon.

Respectfully submitted,

LOCKHEED MARTIN CORPORATION

Dated:

5/10/04

By:

A handwritten signature in black ink, appearing to read 'J. Divney', written over a horizontal line.

Name:

Jeffrey A. Divney, Esq.

Title:

General Counsel, Intellectual Property

ASSIGNMENT OF PATENT APPLICATION

JOINT

WHEREAS, Terrence W. Schmidt of 2600 Neves Court, Santa Clara, CA 95051; Anthony J. Mannino of 22984 South Fork Road, Twain Harte, CA 95383; Lewis D. Madden of 2951 Holiday Court, Morgan Hill, CA 95037 hereinafter referred to as "Assignors," are the inventors of the invention described and set forth in the below-identified application for United States Letters Patent:

Title of Invention: VARIABLE-DRAFT VESSEL

Date(s) of execution of Declaration: February 5, 2004

Filing Date: November 12, 2003

Application No.: 10/712,798; and

WHEREAS, Lockheed Martin Corporation, a corporation of the state of Maryland, located at 6801 Rockledge Drive, Bethesda, MD 20817, hereinafter referred to as "ASSIGNEE," is desirous of acquiring an interest in the invention and application and in any U.S. Letters Patent and Registrations which may be granted on the same;

For good and valuable consideration, receipt of which is hereby acknowledged by Assignors, Assignors have assigned, and by these presents do assign to Assignee all right, title and interest in and to the invention and application and to all foreign counterparts (including patent, utility model and industrial designs), and in and to any Letters Patent and Registrations which may hereafter be granted on the same in the United States and all countries throughout the world, and to claim the priority from the application as provided by the Paris Convention. The right, title and interest is to be held and enjoyed by Assignee and Assignee's successors and assigns as fully and exclusively as it would have been held and enjoyed by Assignors had this Assignment not been made, for the full term of any Letters Patent and Registrations which may be granted thereon, or of any division, renewal, continuation in whole or in part, substitution, conversion, reissue, prolongation or extension thereof.

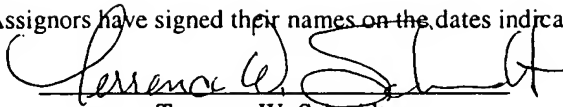
Assignors further agree that they will, without charge to Assignee, but at Assignee's expense, (a) cooperate with Assignee in the prosecution of U.S. Patent applications and foreign counterparts on the invention and any improvements, (b) execute, verify, acknowledge and deliver all such further papers, including patent applications and instruments of transfer, and (c) perform such other acts as Assignee lawfully may request to obtain or maintain Letters Patent and Registrations for the invention and improvements in any and all countries, and to vest title thereto in Assignee, or Assignee's successors and assigns.

Assignors hereby authorize and request Townsend and Townsend and Crew LLP, Two Embarcadero Center, Eighth Floor, San Francisco, CA 94111-3834, to insert herein above the application number

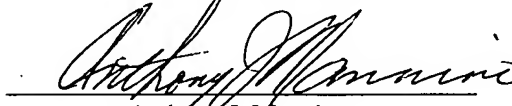
and filing date of said application when known.

IN TESTIMONY WHEREOF, Assignors have signed their names on the dates indicated.

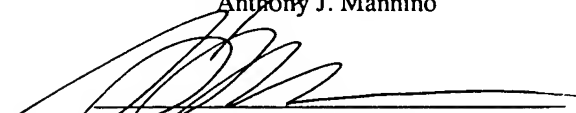
Dated: 02/05/04


Terrence W. Schmidt

Dated: 02/05/04


Anthony J. Mannino

Dated: 02/05/04


Lewis D. Madden